

BEFORE
THE PUBLIC SERVICE COMMISSION OF
SOUTH CAROLINA
DOCKET NO. 2020-288-T - ORDER NO. 2021-_
April 12, 2021

IN RE: Application of Moving with Moxie, LLC d/b/a)	ORDER APPROVING
All My Sons Moving & Storage of Hilton)	TARIFF AMENDMENTS
Head to Amend Tariff)	

I. INTRODUCTION

This matter comes before the Public Service Commission of South Carolina ("Commission") on the Application of Moving with Moxie, LLC d/b/a All My Sons Moving & Storage of Hilton Head (hereinafter referred to as "All My Sons" or the "Company"). The Company seeks approval of an increase in hourly rates and other tariff changes.

II. FACTS AND PROCEDURAL HISTORY

All My Sons is certificated to transport household goods statewide. *See* Commission Order No. 2017-572, Docket No. 2004-245-T. The Company currently operates under PSC/ORS Certificate No. 9750-A.

All My Sons filed its Application to Amend its Tariff with the Commission on December 8, 2020. By letter dated December 16, 2020, the Clerk's Office of the Commission instructed All My Sons to publish the Notice of Filing ("Notice") in newspapers of general circulation in the areas affected by the Application. Among other things, the Notice summarized the Company's proposed tariff changes and set an intervention deadline of January 21, 2021. The Company was required to publish the

Notice on or before December 31, 2020, and provide proof of publication no later than January 21, 2021. Notice was published in The Island Packet on December 30, 2020. All My Sons filed proof on January 7, 2021. No person intervened as a party of record.

The South Carolina Office of Regulatory Staff ("ORS"), a party of record pursuant to S.C. Code Ann. § 58-41-10(B) (Supp. 2020), completed a review of the proposed tariff and filed its Impact Study with the Commission on March 23, 2021.

III. EVIDENCE OF RECORD

All My Sons has an approved tariff on file with the Commission. The Company's current rates along with the proposed rates in the Revised Amended Tariff are as follows:

Description of Rate	Current Rate	Proposed Rate
OFF PEAK SEASON¹		
Monday through Thursday		
Van + 2 men	\$109/hour	\$123/hour
Van + 3 men	\$139/hour	\$163/hour
Van + 4 men	\$169/hour	\$199/hour
Friday through Sunday		
Van + 2 men	\$119/hour	\$133/hour
Van + 3 men	\$149/hour	\$173/hour
Van + 4 men	\$179/hour	\$205/hour
Additional Man		
Each Per Hour	\$45/hour	\$50/hour
PEAK SEASON²		
Monday through Thursday		
Van + 2 men	\$119/hour	\$133/hour
Van + 3 men	\$149/hour	\$173/hour
Van + 4 men	\$179/hour	\$209/hour

Description of Rate	Current Rate	Proposed Rate
Friday through Sunday		
Van + 2 men	\$129/hour	\$143/hour
Van + 3 men	\$159/hour	\$179/hour
Van + 4 men	\$189/hour	\$219/hour
Additional Man		
Each Per Hour	\$45/hour	\$50/hour
Promotions		
Armed Forces, Veterans, Senior Citizens	Utilize Off Peak Rates	\$50 off

¹ The Company's off peak season is now October 1 – March 15. Previously, it was October 1 – April 30.

² The Company's peak season is now March 16 – September 30. Previously, it was May 1 – September 30.

Moves conducted the first three (3) days of the month, the last three (3) days of the month, or on holidays will be charged Friday through Sunday rates.

ORS conducted a compliance review with All My Sons on March 5, 2021. According to the ORS Impact Study, All My Sons was in compliance with the Commission's rules and regulations at the time of the compliance review, including annual report and gross receipt filing requirements. No consumer complaints have been filed against the Company within the past twelve (12) months. From the comparison report completed by ORS of the tariff amendments proposed by All My Sons to South Carolina Tariff Bureau ("SCTB") rates, it appears that the Company's rates are above SCTB rates, where a comparison rate is available.

IV. LAW

The Commission is authorized to fix or approve just and reasonable motor vehicle carrier rates. S.C. Code Ann. § 58-23-1010 (2015) and S.C. Code Ann. Regs. 103-192 (2012).

Once rates are approved, motor carriers are prohibited from charging more or less than the rates specified in lawful tariffs, schedules, or by specific order of the Commission. S.C. Code Ann. Regs. 103-198 (2012). This principle is generally known as the filed-rate doctrine.

Under this doctrine, a regulated entity is prohibited from charging rates for its services other than those properly filed with the appropriate regulatory authority. **64 Am. Jur. 2d Public Utilities § 62 (August 2020).**³

Id. "The filed-rate doctrine serves to provide predictability and certainty to enable [...] customers to make decisions according to the rates as approved and the cost of what they are receiving." *Id.* It recognizes that the regulated entity has the freedom to set fair rates but serves to prevent customer discrimination. *Id.* Further, undue preference is not permitted. S.C. Code Ann. Regs. 103-197 (2012). No motor carrier can give unreasonable preference, unjust discrimination, or undue or unreasonable prejudice or disadvantage to any "person, port, gateway, locality, or description of traffic." *Id.*

V. DISCUSSION

In the present case, All My Sons requests approval of an increase in hourly rates and other tariff changes. The proposed increases in hourly rates are within a reasonable range of the SCTB rates. The rates are not discriminatory, and the tariff changes are reasonable. The ORS Impact Study reveals that All My Sons is in compliance with applicable Commission rules and regulations. The Company has had no complaints lodged against it. No person or

³ See also 5 S.C. Jur. Carriers § 15 (September 2020).

party has stated opposition to approval of the amended tariff. Accordingly, the Application of All My Sons to increase hourly rates and implement other tariff changes should be approved.

VI. FINDINGS OF FACT

1. Moving with Moxie, LLC d/b/a All My Sons Moving & Storage of Hilton Head proposes approval of amendments to its tariff with regard to an increase in hourly rates and certain other changes.

2. The amendments to the hourly rates are within a reasonable range of the SCTB rates.

VII. CONCLUSIONS OF LAW

1. The amendments to the hourly rates and certain other tariff changes are just and reasonable and non-discriminatory. S.C. Code Ann. § 58-23-1010 (2015) and S.C. Code Ann. Regs. 103-192 (2012).

2. The changes proposed by Moving with Moxie, LLC d/b/a All My Sons Moving & Storage of Hilton Head should be approved, and the Revised Amended Tariff, as filed by the Company, should be approved.

VIII. ORDERING PROVISIONS

IT IS THEREFORE ORDERED THAT:

1. The Application of Moving with Moxie, LLC d/b/a All My Sons Moving & Storage of Hilton Head to amend its Tariff is granted.

2. The proposed amendments to the hourly rates and other changes are hereby approved, and the Revised Amended Tariff is approved. A copy of the Revised Amended Tariff is attached hereto as Order Exhibit No. 1.

3. This Order shall remain in full force and effect until further order of the Commission.

BY ORDER OF THE COMMISSION:

Justin T. Williams, Chairman
Public Service Commission of South Carolina

EXHIBIT #1

AMS TARIFF NO. 1

Moving with Moxie, LLC d/b/a All My Sons Moving & Storage of Hilton
Head

JOINT AND LOCAL RATES
APPLYING ON

HOUSEHOLD GOODS

TRAFFIC HAVING ORIGIN, DESTINATION AND ENTIRE
TRANSPORTATION WITHIN THE STATE OF SOUTH CAROLINA
HOUSEHOLD GOODS TARIFF

EFFECTIVE DATE:

ISSUED BY:

Moving with Moxie, LLC d/b/a All My Sons Moving & Storage of Hilton
Head

Moving with Moxie, LLC d/b/a All My Sons Moving & Storage of Hilton Head

I. Packing/Moving/Labor Rates:**A. October 1 through March 15 (Off Peak)****1. Monday through Thursday**

Number of Movers + Van	Hourly Rate
Van + 2 men	\$123.00
Van + 3 men	\$163.00
Van + 4 men	\$199.00

2. Friday through Sunday

Number of Movers + Van	Hourly Rate
Van + 2 men	\$133.00
Van + 3 men	\$173.00
Van + 4 men	\$205.00

Note: First 3 days & last 3 days of each month and Holidays will be charged Friday through Sunday rates.

B. March 16 through September 30 (Peak)**1. Monday through Thursday**

Number of Movers + Van	Hourly Rate
Van + 2 men	\$133.00
Van + 3 men	\$173.00
Van + 4 men	\$209.00

2. Friday through Sunday

Number of Movers + Van	Hourly Rate
Van + 2 men	\$143.00
Van + 3 men	\$179.00
Van + 4 men	\$219.00

Note: First 3 days & last 3 days of each month and Holidays will be charged Friday through Sunday rates.

Notes:

1. \$50 charge per hour per additional man.

2. Standard rates charged for each additional van. Example: The hourly rate for an offseason weekday move with 2 vans + 4 men is \$246.00 (\$123.00 + \$123.00).
3. 2-hour labor minimum on all moves.
4. 4-hour labor minimum on holidays.
5. A one-time trip charge of one hour (at the applicable hourly rate) will be charged for moves originating within 0-50 miles from the Hilton Head office / warehouse
6. Round trip travel time will be charged for any move travelling more than 50 miles one way. Round trip travel time is calculated by multiplying the applicable hourly rate times the actual mileage traveled divided by 50. (e.g. 150 miles traveled / 50 = 3 x \$123 (off peak weekday van + 2 men) = round trip travel charge of \$369.00).
7. Wait time not caused by the carrier will be charged at the applicable hourly rate.
8. A charge of \$75.00 will be applied for each additional stop other than the final destination.
9. For all active members of the Armed Forces, Veterans, and senior citizens(65 years and older), the carrier will provide a \$50 discount.
10. Charges based on time shall be computed by multiplying the hourly rate by the time involved. Unless otherwise provided, fractions of an hour will be disposed of as follows:
 - (a) Where the time involved is 15 minutes or less, the charge shall be for one quarter of an hour.
 - (b) Where the time involved is more than 15 minutes but less than 30 minutes, the charge shall be for one half hour.
 - (c) Where the time involved is more than 30 minutes but less than 45 minutes, the charge shall be for three quarters of an hour.
 - (d) Where the time involved is more than 45 minutes, the charge shall be for one hour.
11. Overnight truck storage fee is \$250, per truck, per day.

II. Fuel Surcharge

A fuel surcharge of 12% of the total charges (labor travel and materials) will be added to each bill.

III. Packing Containers (Material Prices)

Packing Containers/Material will be charged at Market Value price, plus 25%.

III. Bulky Items

Packing Containers/Material will be charged at Market Value price, plus 25%.

IV. Bulky Items

Motorcycles	\$80.00
Piano / Pipe organ 400 pounds or more	\$75.00
Grand Piano	\$75.00
Safe	\$75.00
Hot Tub	\$150.00
Riding Mower	\$75.00
Canoe / Small Boat	\$75.00

V. Billing / Other

Carrier requires payment in cash, a valid credit or debit card, or by certified funds before household goods will be released unless other payment arrangements have been made with and accepted by the carrier prior to the start of the move.

VI. Rules and Regulations**A. Claims**

1. All claims for loss, damage or overcharge must be in writing and attached to the Bill of Lading.
2. Customer (shipper) must notify carrier of all claims for concealed damage within 30 days of the move. All My Sons Moving & Storage must be given a reasonable opportunity to inspect the damaged items.
3. The agreed or declared value of the property is hereby specifically stated by the customer (shipper) and confirmed by the signature hereon to be not exceeding 60 cents per pound per article.

B. Computing Charges

1. All My Sons Moving & Storage rates and charges are computed by multiplying the applicable hourly rate by the time as provided in Section I plus additional charges for packing containers, storage, fuel and bulky items as providing in Sections II, III, IV and V.
2. All My Sons Moving & Storage reserves the right to offer and run special promotions from time to time. Any such promotions will be submitted to

the Public Service Commission for approval, filed with ORS, and attached to the bill of lading.

C. Governing Authorities

1. All My Sons Moving & Storage rates and charges are governed by the terms and conditions of this tariff, the Rules and Regulations of the South Carolina Public Service Commission and the laws of the state of South Carolina.

D. Items of Particular Value

1. All My Sons Moving & Storage does not assume any liability whatsoever for documents, currency, credit cards, jewelry, watches, precious stones or articles of extraordinary value including accounts, bills, deeds, evidences of debt, securities, notes, postage stamps, stamp collections, trading stamps, revenue stamps, letters or packets of letters, alcoholic beverages, firearms, coin collections, articles of peculiarly inherent or intrinsic value, precious metals or articles manufactured there from. All My Sons Moving & Storage will not accept responsibility for safe delivery of such articles if they come into All My Sons Moving & Storage's possession with or without All My Sons Moving & Storage's knowledge.

E. Bill of Lading, Contract Terms and Conditions

1. Each customer will be provided with a copy of All My Sons Moving & Storage's Bill of Lading. The terms and conditions of the Bill of Lading, attached hereto as Addendum A, are hereby incorporated by reference as if they were repeated verbatim here.
2. Each customer will be provided with a copy of All My Sons Moving & Storage's Notice of Limitation of Liability for items constructed of pressboard, particle board and engineered wood furniture. A copy of this Notice is set forth below and its terms are incorporated by reference as if they were repeated verbatim here.
3. Each customer will be provided with a copy of All My Sons Moving & Storage's Customer Checklist. A copy of this Checklist is provided below and its terms are incorporated by reference as if they were repeated verbatim here.



NOTICE
LIMITATION OF LIABILITY ON
PRESSBOARD, PARTICLE BOARD AND/OR
ENGINEERED WOOD FURNITURE

Furniture manufactured from press-board, particleboard, and/or engineered wood is designed to be moved into a box from the manufacturer to the retailer and then to the end user unassembled. It is not designed to withstand the normal stress of a move as an assembled unit. Most is not designed with the extra wood structural pieces to adequately brace the unit for movement out of or into a residence, nor the normal truck vibration even in air-ride trailers. Usually chips and dents are not repairable. Surface Impressions can be made on the furniture when writing on a single piece of paper. Assembly instructions frequently suggest that the connecting hardware pieces be glued in place. This does not significantly improve the structural integrity of the pieces, but does make disassembly impossible without creating substantial, un-repairable damage.

- **Option 1-** I/we choose to disassemble all press-board, particleboard and/or engineered wood furniture prior to the move. I/we assume all responsibility for damage to the press-board, particleboard and/or engineered wood furniture, which may occur during the disassembly of the furniture.
- **Option 2-** I/we have engaged the services of another individual or company to disassemble all press-board, particleboard and/or engineered wood furniture prior to the move. I/we assume all responsibility for damage, which may occur to the press-board, particleboard and/or engineered wood furniture during the disassembly of the unit(s).
- **Option 3-** I/we am/are tendering furniture constructed of press-board, particleboard and/or engineered wood furniture fully assembled as part of our move. I/ we understand that any claims for damages to the press-board, particleboard and/or engineered wood furniture may be denied due to inherent vice, based upon the fact that fully assembled press-board, particleboard and/or engineered wood furniture is inherently susceptible to damage as outlined above.

SHIPPER, OWNER, OR CONSIGNEE MUST SELECT OPTION 1, 2, OR 3.

Shipper, owner, or consignee: _____ Date: _____



Customer Checklist

***** Customer Please Read Carefully, This for your Protection!*****

1. **Items Left:** All My Sons Moving & Storage cannot be held responsible for items left at residence after loading. It is the customer's responsibility to make sure the nothing is left behind. Please be sure to go room by room with your driver to make sure everything is out prior to truck leaving job. **Initial:** _____
2. **Packed By Owner or "PBO":** Damages incurred to "PBO" items can not be compensated for the event of a claim as we did not pack theses items & are unaware of their existing condition. **Initial:** _____
3. **Valuables:** Never pack money(including coins), jewelry, Important papers, medicine, or other irreplaceable family heirlooms on the moving truck. Please carry these items with you to protect their value.
Initial: _____
4. **Appliances:** All My Sons Moving & Storage cannot disconnect or reconnect any gas, plumbing, or electrical items. Our men are not qualified to do this nor is this part of All My Sons Moving & Storage's Policies and Procedures. **Initial:** _____
5. **Electronics:** All sensitive electronics and TVs (Plasma, LCD, LED) will need to go into their original boxes or crate. If needed, All My Sons Moving & Storage will build a box or crate for their protection. We can provide this for you at an additional charge as set forth above in Section III plus the appropriate hourly rate.
Initial: _____
6. **Firearms/Chemicals:** We are **PROHIBITED BY LAW** from transporting firearms, ammunition, gun powder, primer, paints, fuel, or chemicals of any kind. All these items the customer is responsible for moving.
Initial: _____
7. **Walls, Banisters, floors, ceiling, etc:** While attempting to move any furniture or other items into or out of any area of the home or property, the customer hereby accepts all responsibility for any piece, and any damage which may occur. **Initial:** _____
8. **Payment:** All My Sons Moving & Storage collects payment on delivery. All My Sons does not do any post billing. We accept Cash and Major Credit and Debit Cards: **Initial:** _____
9. **Valuation:** The customer is required to declare in writing the releases value of the property. The agreed or declared value of the property is hereby specifically stated by the customer and confirmed by their initials hereon to be not exceeding **60 cents per pound per article.** **Initial:** _____

Customer Signature: _____ **Date:** _____